

ANNEX E

NOTICE OF ACKNOWLEDGMENT AND ASSIGNMENT

December 1, 2003

Delphi Corporation
(f/k/a Delphi Automotive Systems Corporation)
5725 Delphi Drive
Troy, MI 48098

Attention: Bette Walker

Re: Equipment Schedule No. 3 (the "Lease") to Master Lease Agreement dated as of June 29, 2001 (the "Agreement") between Pacific Rim Capital, Inc. as lessor ("Lessor") and Delphi Corporation (f/k/a Delphi Automotive Systems Corporation) as lessee (the "Lessee"),

Ladies and Gentlemen:

NOTICE

Lessor hereby notifies and directs Lessee that:

By collateral assignment, Lessor has assigned or will promptly assign to Pullman Bank and Trust Company ("Lender") located at 1000 E. 111th Street, Chicago, Illinois, 60628, all of Lessor's rights under the Lease, including all rights to receive rent payments and other sums due under the Lease (collectively, the "Payments"). Notwithstanding this assignment, Lessor will continue to perform Lessor's obligations under the Lease.

Until Lessee receives written notice to the contrary from Lender, Lessee will make all Payments directly to Lender at the following address:

Wells Fargo Bank, National Association
Corporate Trust Services
MAC: U1228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

ACKNOWLEDGEMENT

Lessee acknowledges to Lender that:

1. True and complete copies of the Lease and the Agreement are attached hereto as Exhibit A, and they represent the sole agreements between Lessor and Lessee with respect to the Equipment and the Payments due and to become due under the Lease.



Notice and Acknowledgment of Assignment
Equipment Schedule No. 3
Delphi Corporation
Page 2 of 2

2. Lessee has executed a Delivery Certificate for all the equipment described in the Lease (the "Equipment"), and Lessee's obligation to make the Payments is absolute and unconditional, and Lessee will not assert against Lender, any claim, defense, counterclaim, recoupment, setoff or right to cancel the Lease. There are 36 Basic Term Rent payments of \$939.59 each due on the first day of each consecutive month, commencing on and including September 1, 2003, which Lessee will remit to Lender when due.

3. The Equipment has been fully and finally accepted by Lessee and is in Lessee's possession at the location specified in the Lease.

4. The Lease and the Agreement are in full force and effect, and Lessee will not modify or consent to any modification of the Lease or the Agreement, without the prior written consent of Lender, and such modification will be ineffective without Lender's prior written consent, which consent will not be unreasonably withheld.

5. Neither Lessee nor, to Lessee's knowledge, Lessor, is in default under the Lease or the Agreement.

6. No sublease, assignment or transfer by Lessee will in any manner impair, diminish or relieve the Lessee of its primary obligations under the Lease or the Agreement, including its obligation to make all Payments.

7. With respect to the Lease and the Agreement, Lessee and Lessor waive all of their rights and remedies under Article 2A of the Uniform Commercial Code, except to the extent that they are expressly set forth in the Lease or the Agreement.

8. Lessee has not received any notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease, the Payments or the Equipment.

The undersigned Lessee and Lessor acknowledge and confirm that the above statements are true and correct.

LESSOR:

Pacific Rim Capital, Inc.

By: *Manulli*
Its: President

LESSEE:

Delphi Automotive Systems Corporation

By: *Peter Walker*
Its: N.P. & C.I.O.

ORIGINAL

ANNEX E

NOTICE OF ACKNOWLEDGMENT AND ASSIGNMENT

March 29, 2004

Delphi Corporation
(f/k/a Delphi Automotive Systems Corporation)
5725 Delphi Drive
Troy, MI 48098

Attention: Bette Walker

Re: Equipment Schedule No. 4 (the "Lease") to Master Lease Agreement dated as of June 29, 2001 (the "Agreement") between Pacific Rim Capital, Inc. as lessor ("Lessor") and Delphi Corporation (f/k/a Delphi Automotive Systems Corporation) as lessee (the "Lessee"),

Ladies and Gentlemen:

NOTICE

Lessor hereby notifies and directs Lessee that:

By collateral assignment, Lessor has assigned or will promptly assign to Pullman Bank and Trust ("Lender") located at 1000 E. 111th Street, Chicago, Illinois, 60628, all of Lessor's rights under the Lease, including all rights to receive rent payments and other sums due under the Lease (collectively, the "Payments"). Notwithstanding this assignment, Lessor will continue to perform Lessor's obligations under the Lease.

Until Lessee receives written notice to the contrary from Lender, Lessee will make all Payments directly to Lender at the following address:

Wells Fargo Bank, National Association
Corporate Trust Services
MAC: U1228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

ACKNOWLEDGEMENT

Lessee acknowledges to Lender that:

1. True and complete copies of the Lease and the Agreement are attached hereto as Exhibit A, and they represent the sole agreements between Lessor and Lessee with respect to the Equipment and the Payments due and to become due under the Lease.

**PROMISSORY NOTE
(Non-Recourse)**

Ref: Delphi Corporation 4

\$94,872.86

April 27, 2004
Chicago, Illinois

For value received, the undersigned promises to pay to the order of Pullman Bank and Trust ("Bank") at its office in Chicago, Illinois, the principal sum of Ninety-Four Thousand Eight Hundred Seventy-Two and 86/100 Dollars (\$94,872.86), together with interest on the unpaid principal amount hereof outstanding from time to time at a rate of 4.800% per annum. Repayment shall be made in consecutive installments commencing June 1, 2004. There shall be Thirty-Four (34) consecutive monthly installments in the amount of Two Thousand Nine Hundred Ninety-One and 58/100 Dollars (\$2,991.58), each installment consisting of principal and interest. Delinquent payments not paid by the due date thereof of principal and/or interest shall bear interest at the lesser of 15% per annum or the highest rate permitted by law, until paid in full. Interest shall be computed over an assumed year of 360 days, and 30 day months.

This Note is secured by an Assignment and Security Agreement dated April 27, 2004 ("Assignment and Security Agreement"), to which reference is made as to the nature and extent of the security ("Collateral") for this Note, the rights of the Bank, the Borrower and any holder of this Note with respect to the Collateral and the acceleration of the maturity of the Note.

Any capitalized terms not defined herein shall have the meaning as defined in the Assignment and Security Agreement.

Debtor may prepay all or part of the indebtedness evidenced by this Note prior to the end of the term by paying all amounts then due hereunder plus a prepayment penalty based on the product of (a) current principal then owing, times (b) the fraction (i) number of remaining months until the final payment date, over (ii) twelve hundred (1200).

Upon the happening of any Event of Default set forth in the Assignment and Security Agreement entered into between Bank and undersigned, Bank may at any time thereafter without notice, which is expressly waived, declare the entire unpaid principal and interest of this Note to be immediately due and payable.

If there is any default in the payment of principal or interest hereunder, whether by reason of acceleration or otherwise, and this Note is placed in the hands of any attorney for collection, or is collected through any court, including any bankruptcy court, the undersigned promises to pay to the holder hereof its attorneys' fees and court costs incurred in attempting to collect or secure this Note or enforce its rights in any collateral securing this Note, provided and to the extent that such reimbursement is allowed by law.

ORIGINAL

ANNEX E

NOTICE OF ACKNOWLEDGMENT AND ASSIGNMENT

August 4, 2004

Delphi Corporation
(f/k/a Delphi Automotive Systems Corporation)
5725 Delphi Drive
Troy, MI 48098

Attention: Bette Walker

Re: Equipment Schedule No. 5 (the "Lease") to Master Lease Agreement dated as of June 29, 2001 (the "Agreement") between Pacific Rim Capital, Inc. as lessor ("Lessor") and Delphi Corporation (f/k/a Delphi Automotive Systems Corporation) as lessee (the "Lessee"),

Ladies and Gentlemen:

NOTICE

Lessor hereby notifies and directs Lessee that:

By collateral assignment, Lessor has assigned or will promptly assign to Pullman Bank and Trust ("Lender") located at 1000 E. 111th Street, Chicago, Illinois, 60628, all of Lessor's rights under the Lease, including all rights to receive rent payments and other sums due under the Lease (collectively, the "Payments"). Notwithstanding this assignment, Lessor will continue to perform Lessor's obligations under the Lease.

Until Lessee receives written notice to the contrary from Lender, Lessee will make all Payments directly to Pacific Rim Capital, Inc. c/o Pullman Bank and Trust at the following address:

Wells Fargo Bank, National Association
Corporate Trust Services
MAC: U1228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

ACKNOWLEDGEMENT

Lessee acknowledges to Lender that:

1. True and complete copies of the Lease and the Agreement are attached hereto as Exhibit A, and they represent the sole agreements between Lessor and Lessee with respect to the Equipment and the Payments due and to become due under the Lease.

Notice of Acknowledgment and Assignment
Equipment Schedule No. 5
Delphi Corporation
Page 2 of 2

2. Lessee has executed a Delivery Certificate for all the equipment described in the Lease (the "Equipment"), and Lessee's obligation to make the Payments is absolute and unconditional, and Lessee will not assert against Lender, any claim, defense, counterclaim, recoupment, setoff or right to cancel the Lease. There are 36 Basic Term Rent payments of \$4,179.98 each due on the first day of each consecutive month, commencing on and including September 1, 2004, which Lessee will remit to Lender when due.

3. The Equipment has been fully and finally accepted by Lessee and is in Lessee's possession at the location specified in the Lease.

4. The Lease and the Agreement are in full force and effect, and Lessee will not modify or consent to any modification of the Lease or the Agreement, without the prior written consent of Lender, and such modification will be ineffective without Lender's prior written consent, which consent will not be unreasonably withheld.

5. Neither Lessee nor, to Lessee's knowledge, Lessor, is in default under the Lease or the Agreement.

6. No sublease, assignment or transfer by Lessee will in any manner impair, diminish or relieve the Lessee of its primary obligations under the Lease or the Agreement, including its obligation to make all Payments.

7. With respect to the Lease and the Agreement, Lessee and Lessor waive all of their rights and remedies under Article 2A of the Uniform Commercial Code, except to the extent that they are expressly set forth in the Lease or the Agreement.

8. Lessee has not received any notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease, the Payments or the Equipment.

The undersigned Lessee and Lessor acknowledge and confirm that the above statements are true and correct.

LESSOR:

Pacific Rim Capital, Inc.

By: Alan C. Chubb
Its: President

LESSEE:

Delphi Corporation
(f/k/a Delphi Automotive Systems Corporation)

By: Debra Walker
Its: VP & CIO

ORIGINAL

ANNEX E

NOTICE OF ACKNOWLEDGMENT AND ASSIGNMENT

November 8, 2004

Delphi Corporation
(f/k/a Delphi Automotive Systems Corporation)
5725 Delphi Drive
Troy, MI 48098

Attention: Bette Walker

Re: Equipment Schedule No. 6 (the "Lease") to Master Lease Agreement dated as of June 29, 2001 (the "Agreement") between Pacific Rim Capital, Inc. as lessor ("Lessor") and Delphi Corporation (f/k/a Delphi Automotive Systems Corporation) as lessee (the "Lessee"),

Ladies and Gentlemen:

NOTICE

Lessor hereby notifies and directs Lessee that:

By collateral assignment, Lessor has assigned or will promptly assign to Pullman Bank and Trust ("Lender") located at 1000 E. 111th Street, Chicago, Illinois, 60628, all of Lessor's rights under the Lease, including all rights to receive rent payments and other sums due under the Lease (collectively, the "Payments"). Notwithstanding this assignment, Lessor will continue to perform Lessor's obligations under the Lease.

Until Lessee receives written notice to the contrary from Lender, Lessee will make all Payments directly to Pacific Rim Capital, Inc. c/o Pullman Bank and Trust at the following address:

Wells Fargo Bank Northwest, N.A.
Corporate Trust Lease Group
MAC: U1228-120
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

ACKNOWLEDGEMENT

Lessee acknowledges to Lender that:

1. True and complete copies of the Lease and the Agreement are attached hereto as Exhibit A, and they represent the sole agreements between Lessor and Lessee with respect to the Equipment and the Payments due and to become due under the Lease.

Notice of Acknowledgment and Assignment
Equipment Schedule No. 6
Delphi Corporation
Page 2 of 2

2. Lessee has executed a Delivery Certificate for all the equipment described in the Lease (the "Equipment"), and Lessee's obligation to make the Payments is absolute and unconditional, and Lessee will not assert against Lender, any claim, defense, counterclaim, recoupment, setoff or right to cancel the Lease. There are 36 Basic Term Rent payments of \$4,605.94 each due on the first day of each consecutive month, commencing on and including November 1, 2004, which Lessee will remit to Lender when due.

3. The Equipment has been fully and finally accepted by Lessee and is in Lessee's possession at the location specified in the Lease.

4. The Lease and the Agreement are in full force and effect, and Lessee will not modify or consent to any modification of the Lease or the Agreement, without the prior written consent of Lender, and such modification will be ineffective without Lender's prior written consent, which consent will not be unreasonably withheld.

5. Neither Lessee nor, to Lessee's knowledge, Lessor, is in default under the Lease or the Agreement.

6. No sublease, assignment or transfer by Lessee will in any manner impair, diminish or relieve the Lessee of its primary obligations under the Lease or the Agreement, including its obligation to make all Payments.

7. With respect to the Lease and the Agreement, Lessee and Lessor waive all of their rights and remedies under Article 2A of the Uniform Commercial Code, except to the extent that they are expressly set forth in the Lease or the Agreement.

8. Lessee has not received any notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease, the Payments or the Equipment.

The undersigned Lessee and Lessor acknowledge and confirm that the above statements are true and correct.

LESSOR:

Pacific Rim Capital, Inc.

By: 

Its: President

LESSEE:

Delphi Corporation

(f/k/a Delphi Automotive Systems Corporation)

By: 

Its: Dec 15, 2004